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Community Use of School Facilities

**Policy Statement and Implementation
Procedures
NSW Department of School
Education 1994**

FOREWORD

Schools are valuable community facilities, belonging to everyone. While their prime function is to serve as places of learning for young people, there are many times when the buildings and grounds are not in use.

The Department of School Education encourages members of the community and education groups to use school facilities when they are available. This is a way of sharing a unique resource, and strengthening the partnership between schools and local communities.

This handbook, *Community Use of School Facilities*, sets out fair and sensible arrangements for ensuring access to facilities.

The document was developed following wide consultation with key community groups, including the existing major out-of-hours users of school facilities, the Primary Principals' Council, the Secondary Principals' Council and other Department of School Education staff. Importantly, it reflects advice from some 800 schools across NSW.

A set of three brochures accompanies the handbook. These provide information about the community use of school facilities for the general public, for ethnic schools and for adult and community education groups. The brochures encourage the use of school facilities and set out the responsibilities of those who use them.

As educators, we must ensure schools are in every way part of their community. Making our facilities available to others is important. I trust that this handbook will encourage a further opening of our doors.

Ken Boston
DIRECTOR-GENERAL OF SCHOOL EDUCATION
January 1994

POLICY STATEMENT

Schools are an important focus for communities. Parents and community members are encouraged to participate in the life of their school through school councils, parent organisations and the many activities schools organise. The community can also access the facilities of schools, out-of-hours, for appropriate purposes.

Schools are a community resource. Community use of school facilities provides benefits to both schools and their communities through:

- enhanced co-operation and goodwill between the school and the community;
- opportunities for the community to become better informed about and participate in the school's operation;
- more effective use of valuable school facilities;
- opportunities for the community to play a positive part in school security through out-of-hours use of the facilities.

Schools are encouraged to make their facilities available to community groups and organisations. In approving use of facilities, schools should ensure that the organisation and proposed use are consistent with the values and goals of public education. As well, community use should not interfere with a school's provision of quality learning programs for their students. In the interests of the school and its community, care must be taken to avoid agreements with inappropriate organisations or for inappropriate use.

Community Use Agreements (see Attachment 1, page7) may be negotiated between schools and community groups following consultation between the principal, school council and parent body. **School councils, parent bodies and their sub-committees are entitled to free use of school facilities and do not require a Community Use Agreement.** These Agreements are for a maximum of 12 months. Any greater length of time must be negotiated with the regional office.

IMPLEMENTATION PROCEDURES PRIORITY

School educational programs must have absolute priority for the use of school facilities and equipment during school hours. In cases where the school council or principal must determine priority among applicants for the use of school facilities, the following order shall be observed:

Group	Some examples are:
1 Board of Studies	HSC, School Certificate
2 Parent body activities	Schools Councils, Federation of P&C's, FOSCO
3 Departmental groups	Saturday School of Community Languages, other government schools, professional teachers' associations, NSW Aboriginal Education Consultative Group (AECG) and Aboriginal Student Support and Parent Awareness (ASSPA) Committee meetings
4 Other government funded education providers	Ethnic schools funded by the NSW Ethnic Schools Board, Board of Adult and Community Education (ACE) groups, NSW TAFE, Adult Migrant Education Service classes, Aboriginal homework centres
5 Other educational groups and non-government schools	
6 Other users	

Note: There is no priority implied in the given examples. If priority needs to be established between users in the same category group, this will be determined at school level.

The following have precedence over existing community use arrangements:

- federal, state and local elections;
- disasters where school facilities are needed to house students or operate as welfare assembly centres.

PROHIBITED USE

School facilities must **not** be used for:

- games of chance or gambling, unless an appropriate authority or licence has been obtained from the Chief Secretary's Department or other regulatory body;
- any illegal activity;
- activities considered by the principal in consultation with the School Council and parent bodies, to be inconsistent with the school's purpose and goals.

It should be noted that smoking is totally prohibited on all department premises.

APPROVAL

The principal is responsible for approving community use of school facilities after consultation with the school council (if established) and the parent bodies. In any case where community use is not approved, the principal should ensure that the user group is fully informed of the reasons for this decision.

The use of school facilities as welfare assembly centres during disaster periods must be approved by the Assistant Director-General.

AGREEMENTS

Activities involving the School Council and parent bodies do not require a Community Use Agreement.

All sections of the Agreement must be completed. Where additional conditions are agreed upon, details must be attached to the Agreement.

The person signing the Agreement on behalf of the community user must provide the principal with written evidence that he or she has the authority to do so.

All user groups must receive a copy of the signed Agreement including all conditions of use.

Agreements are to be for a maximum period of twelve (12) months. Renewal may be negotiated.

ACE and NSW TAFE and ethnic schools funded by the NSW Ethnic Schools Board must be advised by the beginning of Term 4 if the school is unable to renew the Agreement for the following year.

In the case of an election or an emergency, where areas used by the community group are urgently needed to house students or provide accommodation during disaster periods, the principal may suspend or terminate the Agreement but must refund any relevant fees paid by the community user.

User groups must be notified in writing where breaches of the conditions of the Agreement occur. Where a significant breach or repeated minor breaches of the conditions occur, the principal may terminate the Agreement by giving one week's notice in writing.

Community users may terminate the Agreement at any time by giving one week's notice in writing. Should there be no default by the community user at the date of termination, the principal shall refund any fees paid for a period beyond the termination.

RESOLUTION OF DIFFICULTIES

Where conflict exists and conciliation or arbitration is required, the school or the user group shall refer the issue to the Assistant Director-General for that region, who will arrange for the matter to be resolved by negotiation between the Director of Schools, a representative of the user group and the principal.

Where the user group is an ethnic school, the NSW Ethnic Schools Board shall be involved in the arbitration.

INSURANCE

Approval of community use is dependant upon either the school taking Community Use Insurance cover arranged by the NSW Department of School Education, or the user providing evidence

In the latter case on the policy the name of the the Agreement.

Some user groups centrally by the Department's Legal Services Directorate for advice.

This paragraph has been superseded by the insurance paragraph in the Memorandum to Principals. Click here for a copy of this memorandum.

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CHARGES

The following provides details of charges to be applied to various user groups. Schools have discretionary power to apply a lesser charge, to exempt from charge, or to accept a donation in lieu of charge.

Groups which receive free use

- School councils
- Parent bodies and their sub-committees
- AECG and ASSPA committees
- Professional Teachers' Associations
- Board of Studies for the conduct of examinations
- Saturday School of Community Languages (see Attachment 2)
- NSWTAFF
- Any other appropriate group approved by the school

Groups which may be charged utility and other operational costs

- Ethnic schools funded by the NSW Ethnic Schools Board (see Attachment 2)
- Adult and Community Education groups (see Attachment 2)
- Adult Migrant Education Service classes
- Aboriginal Homework Centres
- Non-profit regular or casual users

Attachment 3 provides a scale of charges for lighting, heating, cooling, water and trade waste removal to assist principals to determine appropriate charges for recovering these costs. Note: Where users have access to telephones, photocopiers and other equipment and services, schools should also recover these costs.

Groups which may be charged market rates

- Profit making organisations
- Casual users

Federal, State and Local Electoral Authorities

Schools must charge according to the following scale:

NO. VOTERS*	CHARGE**
100 or less	\$20
Up to & including 1000	\$30
Up to & including 2000	\$40
Up to & including 3000	\$60
Over 3000	\$80

* Relevant information can be obtained from Returning Officers.

** This charge does not include cleaning or trade waste.

Note: In relation to all the above groups, schools may add the cost of insurance where the users do not have their own cover.

INCOME

Income received by schools from use of their facilities is public money and must be treated by the school in accordance with the procedures set out in the *School Manual on Financial Management*. The income should be used by the school to augment educational programs.

CLEANING

Cleaning resulting from community use must not incur any extra expense to the school or the department over that incurred by the school's normal cleaning routine. Where an extra expense is incurred as the result of community use, the cleaning must be arranged and paid for by the user.

Schools must seek advice from their regional director of administration and finance regarding special requests for cleaning resulting from community use.

DAMAGES

Damages incurred by any user group must be paid for by the user group.

SCREENING OF FILMS AND VIDEOS

The screening of films and videos for entertainment purposes in schools is permitted where the user certifies that:

- there is no commercial theatre within a reasonable distance from the school which is prepared to screen the film or video
- there is no public hall or other building in close proximity to the school suitable for the screening of the film or video
- the classifications of the Commonwealth Film Censorship Board are observed.

CONSUMPTION OF ALCOHOL

Alcohol must not be consumed on or brought to school premises, under any circumstances, during school hours.

Community groups may be permitted to consume alcoholic beverages on school premises outside school hours provided:

- the principal and the school council, or where there is no school council, the executive of the school's parents and citizens association, agree to such consumption and grant permission;
- all students present are in the company of a parent or guardian;
- the persons granted permission to consume the alcoholic beverages agree to act in a socially responsible manner that would set an example to children.

The consumption of alcohol in schools that have been declared Drug Free Zones in accordance with Departmental policy (Establishing Schools as Drug Free Zones - Memorandum 89/118) is prohibited at all times, irrespective of the circumstances.

COPYRIGHT

The user must provide the principal with evidence that all necessary permissions have been obtained for:

- copying of written material;
- performances involving music;
- screening of films and videos.

SCHOOL RECORDS

Schools must retain copies of all Agreements for at least six years. Any accident reports must be attached to the relevant Agreement.

LEGISLATION RELATING TO SCHOOL ASSEMBLY HALLS

Buildings such as school assembly halls are subject to special requirements. These were outlined in the *Director-General's Memorandum DG91.6516* of 14 April 1992 which was issued with the document "*Guidelines for Public Use of School Halls*".

The most recent Local Government Act was issued in July 1993, the impact of which is described in *Director-General's Memorandum DG93.4983* of October, 1993.

DEVELOPMENT APPLICATIONS

Schools must lodge a development application with the local council if community use involves commercial activities such as a market or public car park. Community use of this sort must not involve the alteration in any way of the school building or site.

Local councils can provide details of lodgement of these applications.

ATTACHMENT 1

THE AGREEMENT

THIS AGREEMENT
 BETWEEN
 for and on behalf of
 AND
 ("community user")

This attachment has been superseded by the Community Use Agreement document. Please click here to access this Agreement.

(1/ year)
 (Principal)
 (user)

Definitions

1 In this Agreement:

"Premises" refers to (write full description of space to be used)

"Equipment" refers to (write full description of equipment needed by the user, if no equipment is needed write NIL EQUIPMENT)

"School" refers to (write full name of school being used)

"Principal" refers to the person occupying the position of, or acting as, principal of the school.

Authority to Use

2 The State grants to the community user, licence and authority to use the premises and equipment for (write accurate description of activity)

And for no other purpose. This authority is not transferable.

Duration of Use

- 3 This Agreement shall commence on _____ (date of commencement) and terminate on _____ (date of termination).
The premises and equipment will be used by the community user (write times and days and hours on which premises and equipment are to be used)

Fees

- 4 The community user shall pay to the school _____ to cover use of the premises and equipment for the duration of this Agreement. Payment will be made in the following way

Indemnity

- 5 The community user must be covered by a broadform contractual third party liability policy that indemnifies the State against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:
- any personal injury occurring on the premises or on school grounds used to enter or leave the premises, or
 - damage to the equipment or any other property of the State or any other person or corporate body, arising directly or indirectly from the use of the premises or equipment by the community user.

Insurance

- 6 i The school has taken out the Community Use Insurance cover arranged by the Department of School Education
- or
- ii The community user has taken out and shall maintain broadform contractual third party liability insurance coverage of at least \$2 million with the State of New South Wales as an additional named insured and subject to a cross liability clause, with a company approved by the State. (Complete all details below.)

Name of Insurer:

Policy Number:

Date of Expiry:

(Strike out i or ii, whichever is not applicable.)

The community user has taken out and shall maintain workers' compensation insurance coverage with a licensed insurer under the Workers' Compensation Act, 1987 in respect of any employees of the community user who are employed in connection with the use of the premises and equipment.

Termination

- 8 At any time the State has the right to suspend or terminate this Agreement in the event of:
 - an emergency where areas used by the community group are urgently needed to house students or provide accommodation during disaster periods;
 - a federal, state or local election or a referendum.

Should there be no default by the community user at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

At any time the principal has the right to terminate this Agreement or refuse future use if there has been a significant breach or repeated breaches of the agreed conditions attached hereunder. In the case of termination the principal must give one week's notice in writing.

The community user may terminate this Agreement at any time by giving one week's notice in writing. Should there be no default by the community user at the date of termination, any fees paid for a period beyond the termination will be refunded.

Signed

.....
(Principal)

.....
(Witness)

.....
(Community User)

.....
(Witness)

CONDITIONS OF USE

The community user will:

- a) not use premises or equipment other than stated in Clause 1;
- b) not use the premises at any other time and day other than stated in Clause 3 unless agreed in writing between the community user and the principal and noted hereunder;
- c) not use the premises on any public holiday or during school vacations without the written consent of the principal;
- d) ensure that all users who enter and exit the school grounds under this Agreement do so as directed by the principal;
- e) not interfere in any way with the operation of the school or with records, materials or equipment of the school, staff or pupils and in particular not to use any machinery or equipment other than any equipment specified in Clause 1 and will not remove any equipment from the school premises;
- f) not make any structural alterations to the school premises including the attachment of nails, screws or any other fastenings to walls or fittings without the permission of the principal;
- g) ensure that after each use all furniture is replaced in its original position unless otherwise specified by the principal;
- h) ensure that all persons allowed on the premises or permitted by the community user to use equipment shall properly conduct themselves and ensure that any person forbidden by the principal to use the premises or equipment does not do so;
- i) ensure that any children allowed to enter under this Agreement are properly supervised at all times and only use the premises specified in Clause 1;
- j) ensure that smoking does not occur;
- k) ensure that no game of chance or gambling is carried out on the premises, unless an appropriate authority or licence has been obtained from the Chief Secretary's Department or other regulatory body;
- l) not engage in any activity which breaches the Copyright Act;
- m) notify the principal immediately in writing of any accident to any person while on the school premises under this Agreement and provide such statements from witnesses and the person/s injured as the principal or the Department of School

Education's Legal Services Directorate may require;

- n) leave the premises and any toilets or other parts of the school buildings and all entrance and exit routes in a clean and tidy condition after each use or arrange and pay for the cleaning of the premises;
- o) make full restitution for any damages to equipment or premises as may in the principal's opinion be necessary;
- p) ensure that where premises include the use of a swimming pool, the following are observed:
 - infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult
 - an adult must be nominated by the group to assume responsibility for good order
 - the pool entrance must be supervised at all times
 - under no circumstances is alcohol permitted within or near the pool
 - one person with a relevant lifesaving certificate must be in attendance for each 30 people or part thereof;
- q) allow the principal or the principal's nominee to enter the premises at any time for the purpose of inspecting the premises or equipment;
- r) vacate the premises on or before the authorised time each day of use and ensure that the premises are locked and secured at the end of each use;
- s) not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required;
- t) obey any reasonable request by the principal concerning the use of the premises and equipment as stated below.

ATTACHMENT 2

INFORMATION ABOUT SPECIFIC GROUPS

THE SATURDAY SCHOOL OF COMMUNITY LANGUAGES

The Saturday School of Community Languages is a non-profit Department of School Education LOTE teaching facility. Language tuition at the SSCL is free of charge. It was established in 1978 and its purpose is "to preserve and develop the mother tongue of Australian children whose parents were born in a non-English speaking country, as well as to give monolingual English speaking Australian children the opportunity to study the languages of our diverse society". The Saturday School operates on Saturday mornings in 16 departmental schools across six regions. Enrolment is open to secondary government and non-government students whose home school does not offer the language they wish to study.

THE NEW SOUTH WALES ETHNIC SCHOOLS BOARD (ESB)

Ethnic schools funded through the ESB are community based, non-profit making schools, established by ethnic communities to maintain and develop their linguistic and cultural heritage. They conduct classes in languages other than English on a part-time basis, outside regular school hours to school-age students. At the present, ethnic schools offer 59 languages in over 500 schools for approximately 42,000 students.

Ethnic schools funded through the ESB are supported by the Ethnic Schools Program, administered by the ESB under the auspices of the NSW Ministry of Education and Youth Affairs. It was established in 1992 by the State Government in line with its 1992 Vision Statement and in acknowledgment of the unique and significant role played by ethnic schools in language education and cultural development in NSW.

The role of the ESB is to assist ethnic schools to operate effectively and efficiently by administering an equitable grants program which supports both established and evolving communities. Its priorities include the Minister's Awards for Excellence, the Curriculum Framework Project, the Professional Development Project and the Recording of Student Achievements on Mainstream School Reports.

Day-to-day operations are under the directions of the Executive Officer of the NSW Ethnic Schools Board, Ethnic Schools Centre, Lancelot Street, Five Dock NSW 2046. Phone: (02) 712 5308 Fax: (02) 719 8025.

ADULT AND COMMUNITY EDUCATION (ACE)

ACE operates through the following providers: Evening and Community Colleges, Workers Educational Association (WEA) and Community Adult Education Centres (CAEC). These are non-profit, community owned and managed organisations whose primary purpose is to provide adult and community education. All ACE providers have a certificate issued by the Board of Adult and Community Education stating that they

are supported by the Board. This certificate should be produced for the principal when required.

ATTACHMENT 3**COST RECOVERY (1993)**

It should be noted that the following set charges are to assist principals to achieve cost recovery for facilities. **They are not market rental rates.** The charges will be reviewed annually and this attachment will be updated when necessary. Schools will be advised accordingly.

For assistance in determining market rental rates principals should contact the local council.

Cost recovery for equipment (eg telephones, photocopiers, computers), outdoor and sporting facilities and other services would need to be assessed by schools within the principles of charging for utilities and operational costs.

Power and Heating/ Cooling**CLASSROOMS**

These charges are expressed as dollars per room per hour.

Lighting/ Power	\$0.165
Heating	\$0.29
Air Cooling	\$0.25
Air Conditioning	\$0.99

OTHER ROOMS

These charges are expressed as dollars per square metre per hour.

Lightning/ Power	\$0.0033
Heating	\$0.0057
Air Cooling	\$0.0049
Air Conditioning	\$0.0196

Water Usage and Trade Waste Collection

To calculate an approximate per capita charge per hour for water usage and trade waste the following is recommended: Take the annual cost for each of these items and divide by the number of school days. This gives the total cost per day. Divide the total cost per day by the number of hours in the school day. This gives the total cost per hour. Divide the total cost per hour by the school population (students and staff). This gives an approximate per capita cost per hour. An example is given overleaf to show how a charge can be determined for a community user in order for the school to recover utilities costs.

EXAMPLE: A group of 100 people are to use the school hall for 3 hours. This is to include use of the toilets and heating.

CALCULATION FOR POWER AND HEATING:

The size of the school hall is 450 square metres.

Lighting and Power:

$$\$0.0033 \times 450 \times 3 = \$4.455$$

Heating:

$$\$0.0057 \times 450 \times 3 = \$7.695$$

Total for lighting, power and heating

$$\$4.455 + \$7.695 = \$12.15$$

CALCULATION FOR WATER:

The school has a population of 500 and an annual water bill of \$2400.

$$\$2400 \text{ divided by } 202 \text{ days} = \$11.88$$

$$\$11.88 \text{ divided by } 7 \text{ hours} = \$1.697$$

$$\$1.697 \text{ divided by } 500 = \$0.003394 \text{ per capita per hour}$$

$$\text{Cost for water} = \$0.003394 \times 100 \times 3 = \$1.0182$$

TOTAL CHARGE:

This school would charge the community user

$$\$12.15 + \$1.02 = \$13.17$$